

CONTRACT / DELEGATION PURCHASE ORDER

STD. 65 (REV. 3-91) REVERSE

PURCHASE ORDER INSTRUCTIONS TO VENDOR

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by laws of the State of California.

2. **DELAY IN SHIPMENT:** If you cannot fill this order without delay, notify the originating State agency immediately.

3. **REQUIRED PAYMENT DATE:** If the vendor is a nonprofit organization and the contract value is less than \$500,000, or if the vendor is a small business, payment is due 30 days from the date the goods or services are received and accepted by the State or 30 days from the date a correct invoice is received in the office specified by the State, whichever is later. Payment is due to any other vendor 60 days from the date the goods or services are received and accepted by the State or 60 days from the date a correct invoice is received in the office specified by the State, whichever is later. When provision is made for a testing period preceding acceptance by the State, date of acceptance shall mean the date the supplies or equipment are accepted by the State during the specified testing period.

4. **PROMPT PAYMENT:** The State of California desires to pay all bills promptly. However, unless these instructions are fully complied with, claims cannot be audited for payment.

NOTE TO SMALL BUSINESS: State law (CGC 926.15) provides that State agencies shall pay, to small businesses, a penalty of 1/4% per day for claims which are not paid within 31 days of the required payment date. For more information contact the Office of Small and Minority Business at (916) 322-5060.

5. **COMPLETION OF ORDERS:** The State reserves the right to withhold payment until order is completed.

6. **DISCOUNTS:** Please show on your invoice, cash discounts offered. In connection with any discount offered, time will be computed from date of completed delivery of the supplies or equipment as specified, or from date correct invoices are received in the office specified by the State if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning discount, on the date of mailing the State warrant or check.

7. **SELLER'S INVOICES:** This is a self-invoicing form. If proper self-invoicing box is completed and signed, send "Copy 1" to the originating department and "Copy 3" with shipment. OTHERWISE, Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain: purchase order number and date, agency order number, description of items size, quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers, not on printed bill heads, shall be signed by the vendor or person furnishing the supplies or service. Every invoice shall be properly itemized.

8. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the Office of Procurement. No other State agency, officer or employee may authorize changes, unless approved by the Office of Procurement or the ordering State agency.

9. **BILL OF LADING:** If B/L is applicable to this order, send original to "Ship To" address and duplicate with invoices to "Charge To" address.

10. **FOB POINT AND FREIGHT CHARGES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the State unless expressly included on the face of this order.

Unless otherwise shown on this Purchase Order, on "FOB Shipping Point" transactions, vendor shall arrange for lowest cost transportation prepay and add freight to invoice, and furnish supporting freight bills over \$25.

Shipments that are California intra-state in nature and where freight is to be borne by the State shall be tendered to carriers with written instructions that rates and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission. On "FOB Shipping Point" transactions should any shipment under this purchase order be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, vendor on request of the State shall at vendor's own expense assist the State in establishing carrier liability by supplying evidence that equipment and/or material was properly construed, manufactured, packaged, and secured to withstand normal transportation conditions.

11. **PATENT INDEMNITY:** The vendor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order. Vendors may be required to furnish a bond or other indemnification to the State against claims or liability for patent infringement.

12. **VENDOR'S NOTE:** All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase estimate and purchase order numbers. If factory shipment, advise factory to comply.

13. **MATERIAL SAFETY DATA SHEET:** If you indicated on your bid that some or all of the products you are supplying are on Cal OSHA's "Hazardous Substances List", you must forward a completed Material Safety Data Sheet (MSDS) for each such product to: Office of Procurement, ATTN: Specifications Section, P.O. Box 942804, Sacramento, CA 94204-0001. When forwarding these MSDS, you MUST REFERENCE the Purchase Order Number and Date.